



**Department of Natural Resources and
Environmental Control
Division of Parks and Recreation**

CONTRACT NO.: NAT-12-011-Wastewater

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE WASTEWATER TREATMENT SERVICES AT
LUMS POND STATE PARK**

Proposals Due: December 2, 2011 by 3:00 p.m.

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**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE WASTEWATER TREATMENT SERVICES AT
LUMS POND STATE PARK**

**ISSUED BY Department of Natural Resources and
Environmental Control
Division of Parks and Recreation**

I. Overview

The State of Delaware Division of Parks and Recreation seeks a competent contractor for a wastewater treatment plant at Lums Pond State Park. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: November 6, 2011
Mandatory Pre-Bid Meeting	Date: November 14, 2011 @ 10:00 a.m.
Questions Due:	Date: November 21, 2011
Responses to Questions:	Date: November 28, 2011
Deadline for Receipt of Proposals	Date: December 2, 2011 by 3:00 p.m.
Oral Presentations	Date: By Appointment
Anticipated Notification of Award	Date: December 9, 2011
Execution of Contract:	Date: January 6, 2012

A pre-bid meeting will be held at 10:00 a.m. November 14, 2011 at the Wastewater Treatment Plant site located in Lums Pond State Park, 1068 Howell School Road, Bear, Delaware 19701. Attendance at this meeting is mandatory for all prospective contractors and will be a pre-requisite for submitting a bid.

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Definitions

1. The following TERMS and DEFINITIONS shall apply to this Request for Proposal:

- Agency – a state government organization.
- Class II Wastewater Treatment Operator – contract issued by DNREC; must possess a high school diploma plus three (3) years of acceptable operating experience in Wastewater Facilities of Class I or higher.
- Delaware State Parks – the Division of Parks and Recreation.
- Department of Natural Resources and Environmental Control – the parent department of the Delaware Division of Parks and Recreation.
- Direct Responsible Charge – on-location accountability for and performance of, active daily operation (including technical supervision, administrative supervision or maintenance supervision) for a Wastewater facility, an operating shift of a system or a facility or a major segment of a system or facility.
- Division – for the purposes of this request, the Division of Parks and Recreation.
- Government Support Services (GSS) – a division within the State of Delaware Office of Management and Budget that is acting in a supervisory capacity for this process.
- National Pollutant Discharge Elimination System (NPDES) – authorizes discharges from point sources to waters of the United States.
- NPDES Permit – issued by an EPA regional office for wastewater discharges by a treatment facility.
- Proposal – the document and supporting evidence submitted by a Contractor containing specifications and pricing in response to the Request for Proposal.
- Request for Proposal or RFP – a document requesting specifications and pricing for specific goods and services.
- Unit – a smaller operating group within the State government. Example: a State agency.
- United States Environmental Protection Agency (EPA) - a Federal government agency that develops and enforces environmental regulations to protect human health and the environment.
- Contractor – the persons or organization that may be contracted to provide the goods and services described in this request. The term is used interchangeably with Contractor.

- Wastewater – liquid waste discharged by domestic residences, commercial properties, industry, and/or agriculture and can encompass a wide range of potential contaminants and concentrations.
- Wastewater facilities – a system of pipes, structures, equipment or processes required to treat any wastewater and disposes of the effluent; includes the treatment, handling and disposal of residuals and biological solids related thereto.
- Wastewater operator – an individual, who at any given time, through observation, interpretation or decision operates a wastewater facility or a segment of a system or facility.
- Wastewater treatment - process of removing physical, chemical and biological contaminants from liquid waste discharged by domestic residences, commercial properties, industry, and/or agriculture properties.

III. Scope of Services

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation (Division) is seeking a qualified and competent contractor to operate a wastewater treatment plant at Lums Pond State Park with an anticipated commencement date of January 6, 2012 (hereinafter referred to as Contractor).

Lums Pond State Park located in Bear, DE is built around the largest freshwater pond in Delaware. The park which encompasses 200 acres features boat rentals, excellent fishing, sports facilities, hiking trails and more on its 1790 acres on the north side of the Chesapeake and Delaware Canal. Before the pond existed, St. Georges Creek flowed through the hardwood forest and was the site of several Native American hunting camps. The creek was dammed in the early 1800's when the C & D Canal was built. Water from the pond was used to fill the locks of the canal and power a small mill. This area was first used as a state park in 1963.

The successful contractor shall assume the responsibility for the daily operation of the facilities and hold a Level II or higher Wastewater Treatment Operator Contract in good standing as issued by the Department of Natural Resources and Environmental Control (DNREC). A back-up operator who holds at least a Level II Wastewater Treatment Operator Contract will be required at the plant. The contractor shall also be responsible for operational routines by arranging for, assisting with, and/or performing drum screen cart dumping, clean bar screen and dispose of debris, wet well pump downs, diffuser nozzle unclogging, plant housekeeping of buildings and grounds, wire wash downs, pump hours monitoring, maintaining analytical equipment and buffer solutions, and any other operational routines to induce optimum plant performance as minimum requirement of this contract.

IV. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Transmittal letter
2. Delaware Business Contract
 - Provide evidence of a Delaware business contract or evidence of an application to obtain the business contract.
3. Professional liability insurance
 - Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
4. Class III State of Delaware Wastewater Operator Contract
5. Backup Operator with a minimum of a Class II State of Delaware Wastewater Operator Contract.
6. Audited financial statements, income statements and balance sheets for two consecutive previous years.
7. Attachments completed by contractor.

B. General Evaluation Requirements

1. **Contract Administration**
 - Provide the name of the employee who will be the administrative manager of the contract. Also list other jobs this individual has completed of this magnitude for other customers.
 - Provide an organizational chart of the company and qualifications, certifications and job descriptions of staff and management staff.
 - Explain your procedures for escalation of problems when they are reported.
 - Explain your procedures for working/coordination with DNREC, the Division and Lums Pond State Park to ensure compliance with all contractual and technical requirements, terms and State policies and procedures.
 - Explain your procedures for preparation of Discharge Monitoring Reports and other related compliance and non-compliance notifications.
 - Other criteria necessary for a quality cost-effective business (interface with public, financial accountability, reporting)

2. **Service and Support Capabilities**

- Provide a list of all current service employees, their certifications, number of years of experience, and job descriptions and/or territories. Please specify those that will be available to support the State of Delaware contract.
- Define your overall approach to include policies, procedures, systems and organization for providing effective and timely service and support. This should include, but not limited to the following:
 - Your response time to:
 - Your ability to provide consultation as to how to do a walk through on plant technical problems.
 - Training capabilities i.e. and in-house instructors and their certifications and/or any subcontractor resources the State could use.
 - Implementation of new NPDES Permit conditions when warranted.
 - Communicate with regulatory agencies relating to wastewater treatment plant operations.

3. **Geographical Coverage and Response Time Onsite Capabilities**

The contractor must be staffed appropriately to provide a guaranteed response to any service call. Please provide a detailed description of your response capabilities in order to provide levels of service throughout the State by the time-of-day, and day-of-week and local areas covered in the response.

4. **Capacity to meet RFP requirements**

This section of the proposal will cover the details of the offering and how the proposal addresses and meets the requirements of the contract.

5. **Experience, Reputation and References**

Minimum five (5) years' experience in operating an aeration wastewater treatment facility with an advanced treatment system to ensure compliance with the NPDES Permit.

Proposals shall include at least three (3) references the contractor has business with currently, or within the last three (3) years that are of similar scope and value. Include business name, address, telephone number, fax number, email address and a verified current contact person.

6. **Pricing/Pricing Structure**

Prices submitted by contractors for services as part of the Request for Proposal process will be included in the overall evaluation scoring to determine the overall points for each contractor.

7. **Expertise**
List any enhancements implemented within the last twelve (12) months.
8. **Demonstrated ability**
The contractor shall clearly demonstrate their ability to operate, maintain and manage a waste water treatment facility of like size and complexity; including their interaction with clients, response in emergencies, compliance with regulatory agencies and day to day operation.

V. Professional Services RFP Administrative Information

A. RFP Issuance

1. **Obtaining Copies of the RFP**
This RFP is available in electronic form [only] through the State of Delaware, Government Support Services website at <http://bids.delaware.gov>.
2. **Public Notice**
Public notice has been provided in accordance with 29 *Del. C.* § 6981.
3. **Assistance to Contractors with a Disability**
Contractors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.
4. **American with Disabilities Act**
Pursuant to federal regulations promulgated under the authority of the American with Disabilities Act, 28 C.F.R. 35.101 et. seq. any contractor for the Division understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in contracts resulting from this RFP. As a condition of accepting this RFP, the contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the American with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the State of Delaware through contracts with outside contractors.

The contractor shall be responsible for and agrees to indemnify and hold harmless the State of Delaware from losses, damages, expenses, claims, demands, suits and actions brought by any party against the State as a result of the contractor's failure to comply with the provisions of the American Disabilities Act.
5. **RFP Designated Contact**
All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the contractor.

Contractors should rely only on written statements issued by the RFP designated contact.

Kerri L. Bennett
Department of Natural Resources
and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901
(302) 739-9206
kerri.bennett@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

6. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the contractors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

7. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Contractors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

8. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

9. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a contractor who:

- a. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- b. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- c. Has violated contract provisions such as:

- 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- d. Has violated ethical standards set out in law or regulation; and
- e. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

A. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each contractor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies or three (3) electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3:00 PM EST on December 2, 2011**. The Proposals may be delivered by certified or registered U.S. Mail, Express Delivery (e.g., FedEx, UPS, etc.), or by hand to:

**Wastewater Treatment Plant
Contract No. NAT-12-011-Wastewater
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Office of Business Services
89 Kings Highway
Dover, Delaware 19901**

Any proposal received after this date shall not be considered and shall be returned unopened. The proposing contractor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of contractor proposals, each contractor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve contractors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Contractor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at contractor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **December 31, 2011**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, contractor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Contractor.

There will be no public opening of proposals but a public log will be kept of the names of all contractor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing contractors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective

proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that contractors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a contractor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any contractor's information to a competing contractor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Contractor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Contractor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a contractor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Contractor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Contractor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Contractor Solutions (Joint Ventures)

Multi-contractor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all contractors’ systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. Further, contractor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-contractor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each contractor.

a. Primary Contractor

The State of Delaware expects to negotiate and contract with only one “prime contractor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from contractors who are co-bidding on this RFP. The prime contractor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded contractor. Payments to any-subcontractors are the sole responsibility of the prime contractor (awarded contractor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

The contractor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, contractors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime contractor shall be wholly responsible for the entire contract**

performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary contractor may not participate in more than one proposal in any form. Sub-contracting contractors may participate in multiple joint venture proposals.

13. Discrepancies and Omissions

Contractor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of contractor. Should contractor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, contractor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of contractor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by 12:00 PM on November 21, 2011.

Contractors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

14. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's

specifications or contractor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

15. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any contractor.

This RFP does not constitute an offer by the State of Delaware. Contractor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

16. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. § 6986, the State of Delaware may award a contract for a particular professional service to two or more contractors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

17. Notification of Withdrawal of Proposal

Contractor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

18. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

19. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal as part of Attachment No. 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

20. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful contractor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a contractor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no contractor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the contractor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the contractor who submits the lowest bid of the contractor who receives the highest total point score, rather the contract will be awarded to the contractor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning contractor will be invited to negotiate a contract with the State of Delaware; remaining contractors will be notified in writing of their selection status.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of contractors. Contractors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which contractors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. The Team may negotiate with one or more contractors during the same period and may, at its discretion, terminate negotiations with any or all contractors. The

Team shall make a recommendation regarding the award to the Department Secretary and Division Director who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful contractor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing contractor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any contractor and negotiate with more than one contractor at the same time.
- Select more than one contractor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:
 - (list criteria for multiple contractor award selection)

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Contract Administration	50
Service and Support Capabilities	100
Geographical Coverage and Response Time Onsite Capabilities	100
Capacity to meet RFP requirements	50

Criteria	Weight
Experience, Reputation and References	150
Pricing/Pricing Structure	150
Expertise	100
Demonstrated Ability	200
Total	900 points

[Note: Price can only be considered in contract for professional services under §6982(b).]

3. Proposal Clarification

The Evaluation Team may contact any contractor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the contractor, whether or not included in the contractor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include contractor personnel. If the contractor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected contractors may be invited to make oral presentations to the Evaluation Team. The contractor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the contractor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the contractor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful contractor and the State shall be for three (3) years with the option to renew on an annual basis for an additional three (3) years with an option to renew for an additional four (4) years based on successful completion of the terms and conditions.
- b. The selected contractor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject

to review and approval by the State of Delaware. Contractors will be required to sign the contract for all services, and may be required to sign additional agreements.

- c. The selected contractor or contractors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected contractor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the contractor's Class III wastewater treatment operator contract and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful contractor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No contractor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful contractor.
- f. If the contractor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another contractor. Such contractor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among contractor(s) and prospective contractor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such contractor(s) void.

By responding, the contractor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing contractor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the contractor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the contractor's proposal preparation.

Advance knowledge of information which gives any particular contractor advantages over any other interested contractor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Contractors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected contractor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, contractors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the contractor, its affiliates, actual or prospective contractors, or any person acting in concert with contractor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a contractor may result in rejection of the contractor's proposal.

This paragraph does not prevent the employment by a contractor of a State of Delaware employee who has initiated contact with the contractor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Contractors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a contractor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Contracts and Permits

In performance of the contract, the contractor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of individual operator permits and other relevant costs required in the performance of the contract shall be borne by the successful contractor. The cost of NPDES permits for the facility shall be the responsibility of the Department of Natural Resources and Environmental Control. The contractor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

Prior to receiving an award, the successful contractor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject contractor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Kerri L. Bennett
Department of Natural Resources and
Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901**

e. Performance Bond Requirement

The contractor shall furnish and keep in full force and effect, during the term of the contract, a performance guarantee made payable to the Division, in the amount of the concessionaire's annual contract fee conditioned for the full performance of all terms and conditions contained in the contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the Division. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

f. Indemnification

1. General Indemnification.

By submitting a proposal, the proposing contractor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the contractor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Contractor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the contractor in writing and contractor shall defend such claim, suit or action at contractor's expense, and contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the contractor (collectively ""Products") is or in contractor's reasonable judgment is likely to be, held to constitute an infringing product, contractor shall at its expense and option either:

- (a) Procure the right for the State of Delaware to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Contractor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the contractor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the contractor in their negligent performance under this contract.
2. The contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The contractor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the contractor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The contractor shall provide a certificate of insurance as proof that the contractor has the required insurance.

h. Performance Requirements

The selected Contractor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials,

and contracts necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. Warranty

The Contractor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Contractor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

j. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Contractor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected contractor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

k. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, operator negligence, non-compliance with permit regulations and not informing park management of facility problems in a timely manner.

l. Termination for Cause

If for any reasons, or through any cause, the Contractor fails to fulfil in timely and proper manner his obligations under the contract, or if the Contractor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

In the event that the contract terminates as aforesaid, any property of the Contractor under control of the Division may be held by the Division until all indebtedness of the Contractor hereunder at any time of termination of the contract is paid in full.

m. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data,

studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Contractor under the contract shall, at the option of the State of Delaware, become its property, and the Contractor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

n. Non-discrimination

In performing the services subject to this RFP the contractor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful contractor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

o. Covenant against Contingent Fees

The successful contractor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

p. Contractor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the contractor. The contractor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

q. Work Product

All materials and products developed under the executed contract by the contractor are the sole and exclusive property of the State. The contractor will seek written permission to use any product created under the contract.

r. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful contractor shall constitute the contract between the State of Delaware and the contractor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Contractor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the contractor.

s. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful contractor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Contractors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) The laws of the State of Delaware;
- (2) The applicable portion of the Federal Civil Rights Act of 1964;
- (3) The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) That programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any contractor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The selected contractor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

t. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

u. Other General Conditions

- (1) Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- (2) Product Substitution** - All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Division to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- (3) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) Status Reporting** – The selected contractor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) Regulations** – All equipment and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

A. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Contractors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. RFP Reference Library

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Contractors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

4. Production Environment Requirements

The State of Delaware requires that all products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months.

ADDENDUM NO. 1

STATEMENT OF WORK

- A. The Contractor shall ensure that the wastewater treatment facilities produce an effluent as permitted by the Delaware Department of Natural Resources and Environmental Control (DNREC) and U.S. Environmental Protection Agency (EPA), provided that influent conditions are equal to or less than expected.
- B. The Contractor shall also have an operator available 24 hours 7 (seven) days a week for emergency response. Response time by the operator shall be no greater than 1 hour after notification of the emergency.
- C. The Contractor shall be responsible for daily sampling at the facilities to include residual chlorine and pH, settle ability, and other tests needed to insure National Pollutant Discharge Elimination System (NPDES) compliance.
- D. The Contractor shall utilize proper methods to make weekly flow proportional composite sample, take grab sample, provide proper cooling, and deliver to laboratory within 5 hours. Duplicate analyses are to be made at least once per month as required. All laboratory work should be noted on test form sent with the sample to the lab.
- E. The Contractor shall utilize DNREC laboratory located in Dover for weekly sample analysis and monthly duplicate analyses. Lab will send analysis to the park and submit billing to the Division. Up to three (3) analyses at another lab facility of influent or effluent, in addition to NPDES requirements may be made by the Contractor with a report sent to the park during the contract period.
- F. The Contractor shall be required to maintain and fulfill all necessary operating and reporting requirements to regulatory agencies and to the Park Superintendent for the waste water treatment facility, prepare and submit all Discharge Monitoring Reports as required by DNREC, including quarterly reports, complete all other regulatory correspondence and requirements including inspection meetings, non-compliance reports and furnish a monthly operating report on each facility detailing the status of operation of the facility during the proceeding.
- G. Contractor shall maintain regular communication with the Park Superintendent regarding the operation of the Waste Water Treatment facility and system to assure the operation is running according to regulatory standards and without incident or failure.
- H. The Contractor shall prepare orders for chemical inventories, sampling containers, spare parts and supplies and submit them to the Park Superintendent. All orders in excess of \$500.00 must have prior Division approval.
- I. The Contractor shall schedule and monitor services, such as sludge hauling and chemical additions. All mechanical, electrical and contractor services must have Division's approval before scheduling. The Contractor must also receive approval from the Division of Water Resources for groundwater and ensure that the sludge hauler and disposal facility are approved by the Department of Natural Resources and Environmental Control.

ADDENDUM NO. 1

- J. The Contractor shall spend daily hours as specified during each season, but be responsible for extra hours as required to keep plant within NPDES standards during transition times or when inconsistent weather could cause unexpected flows. Additional work hours may be substituted for specified hours, but all times must be reported.
- K. The Division shall provide the following:
 - 1. Electricity, snow removal, grass cutting, and sub-contracted maintenance and repair, including but not limited to generators, computer control systems and instrumentation.
 - 2. Operation, maintenance and repair of sewer collection system up to the facility boundaries; and the discharge system outside the facility boundaries.
 - 3. Preventative maintenance and repair of the building, grounds and equipment.
 - 4. Major required testing equipment for each facility, such as pH meter, C12 meter and flow meter.
 - 5. Perform all maintenance work such as changing oil, greasing/lubricating and repairs.

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

PROPOSAL REPLY SECTION

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the Contract number and Contract name to Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **December 2, 2011 at 3:00 p.m.**, at which time proposals will be opened.

Proposals shall be submitted to:
State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Richardson & Robbins Building
89 Kings Highway
Dover, DE 19901

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the contractor(s), not to serve as a forum for determining the apparent low contractors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

NOTE: ONLY THE CONTRACTOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 1

NO PROPOSAL REPLY FORM

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Contractor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Contractor's List **for these goods or services.**

_____ We wish to be deleted from the Contractor's List **for these goods or services.**

TITLE: WASTEWATER TREATMENT PLANT

OPENING DATE: December 2, 2011 @ 3:00 p.m.

Attachment 2

NON-COLLUSION STATEMENT

This is to certify that the undersigned Contractor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Contractor who also submitted a proposal as a primary Contractor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

It is agreed by the undersigned Contractor that the signed delivery of this bid represents the Contractor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

COMPANY NAME _____

Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____

(Please type or print)

SIGNATURE _____

TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
FEDERAL E.I. NUMBER _____

CONTRACT NUMBER _____

(Circle one)

COMPANY CLASSIFICATIO NS CERT. NO. _____	Y N B. <u>Women Business Enterprise (WBE)</u>	Y N C. <u>Minority Business Enterprise (MBE)</u>	Y N D. <u>Disadv antaged Business Enterprise (DBE)</u>

[The above table is for information and statistical use only.]

Continued on next page...

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 ____

Notary Public _____ My commission expires: _____

City of _____ County of _____

State of _____

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 4

Confidential and Proprietary Information

☐ By checking this box, the Contractor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. Ch. 100, Delaware Freedom of Information Act.

Note: Add additional pages as needed.

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 5

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Contractor (YES or NO):
Years Associated:

2.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Contractor (YES or NO):
Years Associated:

3.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Contractor (YES or NO):
Years Associated:

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 7

BALANCE SHEET

DATE: _____, 20____

ASSETS

CURRENT ASSETS

1. Cash on hand and in bank..... \$ _____
2. Marketable securities _____
3. Notes and accounts receivable _____
4. _____
5. _____
6. _____
7. Total current assets _____

FIXED ASSETS

8. Buildings, equipment, etc. _____
9. LESS: Accumulated depreciation _____
10. Net fixed assets _____
11. Land _____
12. Total fixed assets _____

OTHER ASSETS

13. Investments _____

14. _____

15. _____

16. Total other assets _____

17. TOTAL CURRENT, FIXED, and OTHER ASSETS\$ _____

LIABILITIES AND NET WORTH

CURRENT LIABILITIES

18. Notes and accounts payable\$ _____

19. Accrued liabilities _____

20. _____

21. _____

22. _____

23. Total Current Liabilities _____

OTHER LIABILITIES

24. Mortgages and long-term liabilities _____

25. _____

26. _____

27. Total other Liabilities _____

28. Total Liabilities _____

29. Net Worth _____

30. TOTAL LIABILITIES AND NET WORTH \$ _____

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 8

QUALIFICATIONS AND PERFORMANCE OF APPLICANT

1. Individual or Firm Name & Business Address:

Phone Number: _____ E-mail address _____

Submittal is for: _____ Parent Company _____ Branch Office

2. Name and Title of individual completing application:

3. Year present firm/organization was established: _____

a.) Total number of years' experience managing a wastewater treatment plant _____

4. Name of Parent Company, if any: _____

a.) Former firm name(s), if any, and year (s) established:

5. Is the business a:

_____ Sole Proprietorship	_____ Corporation, in which State?
_____ Partnership	_____ Other legal entity

6. Names of Principals to contact:

7. Total personnel for this operation: _____

List by discipline or job description:

8. Describe nature of business: _____

9. Names and addresses of major banks in which the firm/organization has accounts:

a.) _____ c.) _____

b.) _____ d.) _____

10. Names and addresses of several major companies with whom your firm/organization has had accounts during the past three years:

a.) _____ c.) _____

b.) _____ d.) _____

11. Names and addresses of alternate business/personal references (additional references not listed in Attachment 5):

a.) _____ c.) _____

b.) _____ d.) _____

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 9

BID BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of
Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to
exceed _____
Dollars (\$ _____) of amount of bid on Contract No. _____, to be
paid to the **State** for the use and benefit of _____ (*insert State
agency name*) for which payment well and truly to be made, we do bind ourselves, our and
each of our heirs, executors, administrators, and successors, jointly and severally for and in the
whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden
Principal who has submitted to the _____ (*insert State agency
name*) a certain proposal to enter into this contract for the furnishing of certain material and/or
services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and
truly enter into and execute this Contract as may be required by the terms of this Contract and
approved by the _____ (*insert State agency name*)
this Contract to be entered into within twenty days after the date of official notice of the award
thereof in accordance with the terms of said proposal, then this obligation shall be void or else
to be and remain in full force and virtue.
Sealed with _____ seal and dated this _____ day of _____ in the year of our
Lord two thousand and _____ (20____).

SEALED, AND DELIVERED IN THE

Presence of

Corporate
Seal

By:

Name of Contractor (Organization)

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 10

**DIVISION OF PARKS AND RECREATION
BACKGROUND INVESTIGATION**

As a condition for the contract to operate a business within the Division of Parks and Recreation in positions that involve the handling of sensitive data and contact with the general public, children or vulnerable populations, use of equipment or machinery, or who serve in a supervisory or independent capacity, will be subject to a background investigation, including a criminal history check conducted by the Division of Parks & Recreation Office of Business Services through an internet service . You will be notified of the search and status of your background screening. You have the option of submitting a copy, at your expense, of your background check obtainable from the State Bureau of Identification - Delaware State Police Headquarters, Dover, DE. The final status of your position may depend on the results of this background investigation. This background investigation is required of all officers of the business. All information will be kept confidential.

Signature

Date

Business Name

EIN:

Park:

Name (Print)

Address

City, State, Zip

Date of Birth

____/____/____
Month Date Year

Driver's Contract No.

_____ **State** _____

Social Security No.

____ - ____ - ____

___ **Approved:** ___ **Denied**

Date: _____ **By:** _____

Sent To: _____ **Date** _____

COMMENTS: _____

Contract No. NAT-12-011-Wastewater

Contract Name: WASTEWATER TREATMENT PLANT

Attachment 11

**DIVISION OF PARKS AND RECREATION
CREDIT CHECK**

As a condition of the contract to operate a business within the Division of Parks and Recreation, the owner is expected to operate the business in a professional manner requiring financial stability, sound management skills and strong business ethics. A credit check shall be conducted by the Division of Parks & Recreation Office of Business Services through an internet service. You will be notified of the search and status of your credit. You have the option of submitting a copy, at your expense, of your current credit history to the Office of Business Services located 89 Kings Highway, Dover, DE. The award of the contract may depend on the results of this credit investigation. This credit check is required of all officers of the business. All information will be kept confidential.

Signature

Date

Business Name _____

EIN: _____

Park: _____

Name (Print) _____

Address _____

City, State, Zip _____

Date of Birth _____

_____/_____/_____
Month Date Year

Driver's Contract No. _____ **State** _____

Social Security No. _____ - _____ - _____

Mother's Maiden Name _____

___Approved: ___Denied

Date: _____ By: _____

Sent To: _____ Date_____

COMMENTS: _____

Attachment 12

The most recent OMWBE Certification Application can be found at the following site address:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

**Office of Minority and Women Business Enterprise
Certification Application**



Complete application and send via email, fax or mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302)
677-7086

Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>